

35. **Approve Amendment #1 and the First Renewal to RFP-4168-02/BJC - Collection Services for Public Defender Liens/Finance, Environmental Services Department/Utilities Division, Public Safety/Animal Control and Library & Leisure Services, with Merchants Association Collection Division, Inc., Tampa (October 25, 2003 through October 24, 2004) (18% of collected accounts).**

RFP-4168-02/BJC provides for a qualified firm to perform a complete review of outstanding receivables and engage in the appropriate activities required to collect the outstanding receivables for the Public Defender's Office, Environmental Services/Utilities, Animal Control and Library and Leisure Services Department.

Amendment #1 will amend the agreement to include Parks & Recreation division under Library & Leisure Services. The County will compensate the Consultant with 18% of the collected accounts. Merchants Association Collection Division has agreed to renew their contract for the period October 25, 2003 through October 24, 2004 at the current rates, terms and conditions.

Environmental Services/Utilities; Library and Leisure Services; County Finance; and Public Safety/Animal Control and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the request and authorize the Chairman to execute the amendment as prepared by the County Attorney.

**FIRST AMENDMENT AND FIRST RENEWAL TO COLLECTION AGENCY SERVICES
AGREEMENT (RFP-4168-02/BJC)**

THIS FIRST AMENDMENT AND FIRST RENEWAL is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 24th day of October, 2002 between **MERCHANTS ASSOCIATION COLLECTION DIVISION, INC.**, whose address is 134 South Tampa Street, Tampa, Florida 33602, hereinafter referred to as "AGENCY," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the AGENCY and COUNTY entered into the above-referenced Agreement on October 24, 2002 for collection services; and

WHEREAS, the parties desire to amend and extend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Exhibit "A" of the Agreement is deleted and Exhibit "A" attached hereto is substituted therefore.

2. The Agreement is hereby renewed for the term of one (1) year from October 25, 2003 through October 24, 2004 unless terminated sooner as provided for therein.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the

Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

MERCHANTS ASSOCIATION
COLLECTION DIVISION, INC.

CAROL JO MEADOR, Secretary

(CORPORATE SEAL)

By: _____
RICHARD C. SWIRBUL, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commis-
sioners at their _____,
20____, regular meeting.

County Attorney

AC/lpk
7/7/03
lam-1renew-rfp-4168

SCOPE OF SERVICES

The specifications which follows are general in nature and are intended only to provide guidelines for the Agency's proposal. If an exception is to be made to any item listed below, please so state and provide a brief explanation.

DEFINITIONS

- ***Collection Agency***

The independent collector, attorney, accountant, collection agency, law firm, or accounting firm shall provide, with their proposal, certification that the firm has been qualified pursuant to Florida Statutes and is certified by the State of Florida. The term collection agency will hereinafter be referred to as "Agency".

- ***Contracting Agency***

The contracting agency is the Seminole County Board of County Commissioners, and is hereinafter referred to as "County".

DESCRIPTION OF ENTITY AND RECEIVABLE TO BE COLLECTED

I. Public Defender's Office; Environmental Services/Utilities; and Animal Control:

- ***Nature of Services Requested***

The services to be provided will be a complete review of outstanding receivable referred to the Agency by the County. The Agency will engage in the appropriate activities required to collect the outstanding receivable.

- ***Description of Entity***

The Board of County Commissioners is the general administrative body for Seminole County, Florida, a political subdivision of the State of Florida. Florida Statute 27.562 (Attachment A) Court ordered repayment of services provided by Court appointed attorney, Public Defender; and sections pursuant to Florida Home Rule give the Board of County Commissioners the authority to contract with a collection agency for purposes of collecting outstanding receivables. (See also s. 938.29 [Attachment B].

- ***Description of Outstanding Receivable***

Accounts which have outstanding balances greater than 60 days, upon review by the County and referred to the Agency, are to be collected.

a) Public Defender Liens:

- Lien balance to be collected - approx. \$8,000,000.00

NOTE: Those liens for which payment is required as part of a stipulation of Probation are excluded.

b) Utilities Billings:

- Anticipated amount to be collected - \$65,000.00

c) Animal Control Delinquencies:

- delinquent accounts owing \$2,634.50
- 46 worthless checks owing \$2,119.76

1. The Agency will handle all paper work involved with collection procedures and will maintain records and current status on all accounts.
2. The Agency's collection rates shall be in compliance with Florida Statute 27.561 (Attachment C), Public Defender liens, and other applicable sections of Florida Home Rule.
3. The Agency will identify its collection rate for each of the outstanding receivable areas.
4. The Agency will perform a skip trace on all accounts to determine if debtor is still located in the area.
5. The Agency will perform asset research on all accounts.
6. The Agency will provide the Seminole County Finance Department, Accounts Receivable Division, monthly statements detailing the collections received and copy each individual department/division involved, i.e. Public Defender; Utilities, Animal Control, etc. This information must be received within ten (10) days after the end of each month. The information may be mailed to the Board of County Commissioners, County Finance, P.O. Drawer Q, Sanford, Florida 32772-0869.
7. Payments will be remitted to the Agency only when collections are made.

8. Payment will be remitted to the Agency for its services on a monthly basis. The County will reimburse the Agency for its mutually agreed percentage share of collections for all accounts.
9. The Agency will adhere to all Federal, State, Local laws, and collection regulations which are applicable to collection procedures.
10. The County will authorize the Agency to take any legal means necessary to recoup monies owed to the County. Procedures for notifying the County of accounts requiring legal action prior to pursuing same, will be developed by the County.
11. The Agency submitting this proposal agrees to maintain and make available its working papers to any Federal, State, and/or Local governmental agency upon appropriate request, and in accordance with Federal, State, and Local provisions.

II. Library and Leisure Services:

(Different law and regulations are applicable to these services).

Section 257.261 Florida Statutes allows a library to disclose information to a collection agency for the purpose of collecting fines and overdue materials. Such information shall not be turned over to a credit bureau to be maintained in a person's credit files.

• ***Nature of Services Requested***

The services to be provided will be a complete review of outstanding receivable referred to the Agency by the County. The Agency will engage in the appropriate activities required to collect the outstanding receivable.

• ***Description of Entity***

The Board of County Commissioners is the general administrative body for Seminole County, Florida, a political subdivision of the State of Florida. Florida Statute 257.261 (Attachment D), see also Confidentiality: Interpreting the Amended Law (Attachment E).

• ***Description of Outstanding Receivable***

A. Library Services Division

Accounts which have outstanding balances greater than 1 year and a minimum of \$100.00, upon review by the County and referred to the Agency, are to be collected.

- 474 outstanding customers over the age of 16 at the time overdue/lost fines and fees occurred and are delinquent over 1 year.
- Delinquent amount to be collected to date \$78,430.68.

NOTE: Florida State Statute 257.261 (Attachment D) - Library registration and circulation records are confidential.

B. Parks & Recreation Division

Accounts which have outstanding balances greater than one (1) month and a minimum of \$50.00, upon review by the County and referred to the Agency, are to be collected.

- 14 outstanding customers owing \$3,962.00.
1. The Agency will handle all paper work involved with collection procedures and will maintain records and current status on all accounts.
 2. The Agency will identify its collection rate for Library & Leisure Services delinquencies.
 3. The Agency will provide the Seminole County Finance Department, Accounts Receivable Division, monthly statements detailing the collections received and copy Library & Leisure Services.. This information must be received within ten (10) days after the end of each month. The information may be mailed to the Board of County Commissioners, County Finance, P.O. Drawer Q, Sanford, Florida 32772-0869.
 4. Payments will be remitted to the Agency when collections are made and/or when lost materials are returned to the library due to the Agency's efforts.
 5. Payment will be remitted to the Agency for its services on a monthly basis. The County will reimburse the Agency for its mutually agreed percentage share of collections for all accounts.
 6. The Agency will adhere to all Federal, State, Local laws, and collection regulations which are applicable to collection procedures.
 7. The Agency submitting this proposal agrees to maintain and make available its working papers to any Federal, State, and/or Local governmental agency upon appropriate request, and in accordance with Federal, State, and Local provisions.

Other areas as deemed appropriate by the Board of County Commissioners.

DEPARTMENT OF FISCAL SERVICES
PURCHASING AND CONTRACTS DIVISION



July 3, 2003

Ms. B. J. Lutzk
Director of Sales and Marketing
Merchants Association Collection Division, Inc.
134 South Tampa Street
Tampa, Florida 33602

Fax (800) 749-7707

Subject: RFP-4168-02/BJC – Collection Services Agreement

The subject contract is due to expire on October 24, 2003, but may be extended for an additional year, considering all pricing, terms and conditions remain the same. If you are in agreement with extending the current contract, please sign below and return to Purchasing via fax as soon as possible.

Please provide this office with a current certificate of insurance (refer to the original contract agreement for insurance requirements).

If you should have any question, please do not hesitate to call me at (407) 665-7119.

Regards,

David Santiago
Contracts Analyst

Merchants Association Collection Division, agrees to extend for the period ending October 24, 2004.

Signature

7-10-03
Date

SALES MANAGER
Title